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Plaintiff's Exhibit 3

April 11, 1929

National City Bank
55 Wall Street
New York City

Gentlemen:

I beg to enclose herewith Certificates Nos. 1 to 600 inclusive, representing 600 shares of the capital stock of Adam Opel Aktiengesellschaft, of the par value of 10,000.00 Reichsmarks a share, to be held by you upon the following terms and conditions, viz:

At the request of General Motors Corporation you are to make delivery thereof to it against the receipt by you for my account of the purchase price as specified below:

(1) Up to and including March 31, 1931, at the price of 24,000.00 Reichsmarks a share.

(2) After March 31, 1931 and before April 1, 1932, at the price of 27,500.00 Reichsmarks a share.

(3) After March 31, 1932 and before April 1, 1934, at the price of 30,000.00 Reichsmarks a share.

At the request of the undersigned, you are to deliver said Certificates to General Motors Corporation, upon the receipt by you for my account of the purchase price hereinafter set forth:

(4) Up to and including March 31, 1931, at the price of 23,000.00 Reichsmarks a share.

(5) After March 31, 1931 and before April 1, 1932 at the price of 29,000.00 Reichsmarks a share.

(6) After March 31st, 1932 and before April 1st, 1934, at the price of 29,000.00 Reichsmarks a share.

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Notice of intention to exercise said right to purchase or sell is to be given in writing by registered letter thirty days in advance.

In the event that neither party exercises its right to buy or sell hereunder, said Certificates are to be returned to the undersigned on April 1, 1934.

Kindly acknowledge receipt and oblige.

Yours very truly,

sgd. DR. WILHELM VON OPEL

Accepted.

General Motors Corporation

By sgd. JOHN TH. SMITH
Vice President.

Plaintiff's Exhibit 4

Abschrift.

Power of Attorney.

KNOW ALL MEN BY THESE PRESENTS that I, the undersigned Geheimer Kommerzienrat Dr.ing.h.c. WILHELM VON OPEL have made, constituted and appointed and by these presents do make, constitute and appoint my son Mr. FRITZ VON OPEL my true and lawful attorney for me and in my name, place and stead to negotiate with the General Motors Corporation in New York and/or the National City Bank of New York in New York on all matters connected with or concerning my shares (Aktien) of the Adam Opel Aktiengesellschaft Nr. 1-600 and to give instructions for sale of said shares or for their exchange against other shares or

securities and/or bonds and to ask for payment to my account with the said National City Bank of New York in New York of all sums of money which are or shall become due and payable to me from said General Motors Corporation and/or to ask for transfer of all shares or securities and/or bonds in exchange of my said shares of the Adam Opel Aktiengesellschaft or any part thereof to my said account with the National City Bank of New York and on receipt thereof or any part thereof for me and in my name to give, sign and execute good and proper acquittances or other discharges for the same or for such part or parts thereof respectively as shall be transferred to my said account with the National City Bank of New York, and to sign, seal and execute all papers, writings and documents necessary in that behalf; GIVING AND GRANTING unto my said attorney full power and authority to do and to perform every act and thing whatsoever requisite and necessary to be done in and about the premises as fully to all intents and purposes as I might do if personally present hereby ratifying and confirming all that my said attorney shall lawfully do by virtue hereof.

In witness hereof I have hereunto set my hand and seal.

This sixth day of October 1931.

Signed, sealed and delivered in presence of

gez. John A. Beywater

gez. Dr. Wilhelm von Opel

Plaintiff's Exhibit 5

Ruesselsheim, October 5, 1931

I, the undersigned Geheime Kommerzienrat Dr.ing.h.c. Wilhelm von Opel, declare that my property and the property of my wife Marta, nee Bade, are community property. Shares numbered 1 to 600 of the Adam Opel Aktiengesell-

schaft in Ruesselsheim, Main, having a par value of RM 6,000,000.00 (six million), are part of our community property. It is our common desire that these stocks remain with the male line of our family in order to preserve a personal connection between the bearers of the name of Opel and the work of our father Adam Opel.

In view of the premises I, with the consent of my wife, make a gift from our community property to my son Fritz von Opel of the shares owned by us and mentioned above, of the Adam Opel Aktiengesellschaft in Ruesselsheim, Main, Nos. 1 to 600, having a par value of RM 6,000,000.00 (six million). These stocks are deposited at present with the bank.

I, the undersigned Fritz von Opel, accept the gift.

I, Wilhelm von Opel, herewith transfer title to these shares to our son Fritz von Opel by assigning to him our claim for the delivery of these shares to us.

The usufruct in the shares is not assigned to Fritz von Opel. It remains with Wilhelm von Opel and his wife, hereafter called the parents Opel, until the death of the survivor of them. However, 20% of all dividends and interest received will accrue to Fritz von Opel.

If the parents Opel should predecease Fritz von Opel, the above described gift shall be considered as an advancement and shall be deducted from his share in such property as might be inherited by him or his sister, Mrs. Elinor Sachs, nee von Opel, or in case of her prior death, by her issue.

For this purpose the value of the shares shall be fixed as the value at the time when the duty to account for the advancement arises.

If this value is higher than the present value, the higher value shall apply, if it is lower, then the lower value.

In the event that the parents Opel shall not have drawn in full or in part the income from the shares accruing to them by virtue of their usufruct, the advancement to Fritz von Opel shall be deemed to have increased by the income not drawn and he shall be accountable therefor.

If the shares should be sold or exchanged against other property the proceeds from such sale or the property taken in exchange shall be substituted for the shares, after the usufruct of the parents Opel has been safeguarded. All provisions stipulated above will then fully apply to such substituted property.

If Fritz von Opel predeceases his parents without leaving legitimate issue, the gift executed by this document will become void. The stocks or the property substituted therefor including the income accrued but not drawn will then revert to the parents Opel or the surviving parent.

sgd. FRITZ VON OPEL

sgd. DR. WILHELM VON OPEL

I, the wife Marta von Opel, nee Bade, agree to the above agreement.

sgd. MARTA VON OPEL NEE BADE

Plaintiff's Exhibit 6

October 17, 1931

General Motors Corporation
1775 Broadway,
New York City

Gentlemen:

Referring to my communication dated April 11, 1929, addressed to the National City Bank, having to do with the

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deposit of 600 shares of the Capital Stock of the Adam Opel Aktiengesellschaft, I beg to advise you as follows:

Pursuant to the terms thereof, notice is hereby given of my intention to exercise the right to sell as follows:

On November 16, 1931.....	100 shares
November 17, 1931.....	100 shares
November 18, 1931.....	100 shares
November 19, 1931.....	100 shares
November 20, 1931.....	100 shares
November 21, 1931.....	100 shares

The price is 26,500.00 Reichsmarks a share. In lieu of Reichsmarks payment may be made at your option in dollars at the average of the high and low rate of exchange prevailing on the date of delivery.

Kindly acknowledge receipt and oblige,

Yours very truly,

(sgd.) WILHELM VON OPEL
per Fritz v. Opel
Atty. in fact.

Receipt of the foregoing notice is hereby acknowledged, and payment will be made in dollars instead of Reichsmarks.

General Motors Corporation

By: (sgd.) JOHN T. SMITH
General Counsel

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Plaintiff's Exhibit 7

Dr. Max Hachenburg
Prof. Dr. Sigm. Strauss
Dr. Fritz Bing
Dr. Hans Hachenburg

Mannheim, October 3, 1931

Dr. H/R.

Herrn

Geheimrat Dr. Wilhelm v. Opel

Wiesbaden

Steubenstrasse 34.

Dear Herr Geheimrat:

Yesterday I had a long discussion with your son. I delivered to him a written summary of the agreement in question. Complying with your wishes I prepared today a draft of the agreement itself. I am sorry that I did not have more time at my disposal for a study of the rather complicated matter. But I hope that the idea which you suggested to me can be realized in a way which conforms with the law and follows the proposal drawn up by me. However, I should like to point out the following:

1. The procedure itself is lawful. It is not an illegal transfer of capital. There is nothing to prevent you from giving part of your property to your son who is living abroad (p. 2).

2. To the extent that you reserve to yourself the usufruct and receive an income from it you are subject to income tax in Germany now as before. But if the holding company, to which the Opel shares will be assigned does

not distribute any dividend, no income tax will be payable by you.

My proposal is to have the holding company shares deposited for you. You will then be entitled to vote in the holding company, but only on such matters in which you have an actual interest. This would apply to the vote concerning the net profits; including those cases in which you might be compelled to draw, subsequently, the profits already transferred to reserve funds. On the other hand, the management of the holding company, including the adoption of other resolutions of the general meetings, will remain the responsibility of the actual shareholder, i.e., your son. Such an arrangement would, at the same time, stress the fact that this is not a fictitious transaction. It is your actual intent that the ownership pass to your son immediately, only the income is reserved to you.

3. In the event that you leave the net profits with the holding company your son would gain an advantage (p. 3) over your daughter. For this reason, I have provided in the contract that this would be increment, represented by the reserve funds of the holding company, is to be taken into account in settling the accounts between your two children; It seems also advisable for you expressly to confirm the provisions concerning the settlement between the children in your last will.

4. You are considering the possibility that your son might die before his parents without issue. To provide for this emergency, the gift is made subject to a condition subsequent. The donated property will then revert to the parents who made the gift, or to the parent who survives the son. This reversion of the property to the parents is tax exempt (section 18, number 12, of the Inheritance Tax Law). I even believe that in this case one might apply for the repayment of the gift tax which is payable now (see section 4 Reichsbewertungsgesetz—Reich Valuation Law—as amended May 22, 1931). Even in the case of gifts

which are subject to such a condition subsequent a gift tax must be paid at first. But if such condition occurs, then the assessment is to be adjusted, upon application, to the actual value of the acquired property.

5. The following two examples may serve to illustrate what significance these provisions may have for you (p. 4) from the point of view of taxation. First, the value of the Opel shares may be less today than it will be at some future date. In such a case, the gift tax is more important than it would be if, upon your death, the Opel shares or the substituted assets had a higher value. Of course, everything depends on how the economic situation will develop in the future. You will effect a saving of income tax in so far as, at your son's request, one quarter of the proceeds of the donated shares will accrue to him. Furthermore, an income tax obligation will not arise if the holding company does not distribute the net profits. The assets remaining with that company are not subject to income tax in Germany. The Reichsfinanzhof (Reich Revenue Court) has refused to hold that an income tax obligation exists in cases of German shares which had been assigned to a foreign holding company. The court regretted to have to arrive at such a decision but admitted that the present laws would not permit taxing net profits which had not been distributed (Reich Finance Court, im "St.u.W." ("Steuern und Wirtschaft")—1930, No. 972; Reichsbewertungsgesetz, Reich assessment Law, section 58, number 5). According to this decision, no income tax is payable if the profits of the holding company (p. 5) are not distributed. But this is not absolutely certain. For this proposition is not based on a statute, but on a decision of the Reich Tax Court. This court may change its opinion under the pressure of particular economic conditions, or a new statute or emergency order may make such profits taxable. Present day legislation and the manner of its enforcement do not guarantee the present situation to continue.

Another question to be examined is whether or not the transaction is required to be reported pursuant to section 9 of the Emergency Order (Notverordnung) of August 23, 1931. This order requires German tax payers to report foreign participations whenever they own, jointly with not more than 4 other persons, more than 50% of a company which has its domicile abroad. It is, of course, true that your son is the party in interest. He owns the shares of the holding company. But you are the usufructuary of the shares. According to the wording of the order, the usufructuary cannot be regarded as a party in interest under the terms of section 9 quoted above. But here again I must repeat that we are not on absolutely firm ground in interpreting our tax laws (p. 6). Any person failing to report is liable to severe punishment (section 13). As long as an authoritative interpretation by the Reich Minister of Finance is [not]* available, caution is advisable here, too. Therefore it will be necessary to report the facts to the Finanzamt (Revenue Office).

I wish to add in conclusion that you will have to include the usufruct, assessed in accordance with the provisions of the law, in your property tax return.

But the same would apply if the contract were to provide not for a true usufruct, but instead for a purely personal claim to the payment of a corresponding share of the profits. This right also would be part of your property. It is to be evaluated in the same manner as the usufruct itself.

With kind regards,

Yours sincerely,

(sgd.) DR. MAX HACHENBURG

* Translator's note: 'not' evidently omitted by mistake.

Plaintiff's Exhibit 8

[October 3, 1931]

GIFT AGREEMENT

SECTION 1.

Geheimrat Dr. Wilhelm von Opel and his wife nee , residing in Wiesbaden, make a gift, from their community property, to their son Fritz von Opel, residing in Antwerp, of par value RM 6,000,000.00 shares of stock of the Adam Opel Aktiengesellschaft in Ruesselsheim. These shares are No.

The donee accepts this gift gratefully.

The parents execute this gift by transferring the title to the donated shares. The shares are, at the present time, deposited with General Motors in New York. The title is transferred by assigning the donor's claim to have the shares delivered to them. This claim is assigned herewith. General Motors will be advised of the assignment of this claim by the parties concerned.

The following further provisions apply to the gift:

SECTION 2

The donors reserve to themselves for life (p. 2) the usufruct in three quarters i. e., in par value RM 4,500,000.00 of the donated shares. The balance of RM 1,500,000.00 is exempt from the usufruct. The donors' usufruct expires at the death of the last parents.

Mr. Fritz von Opel is entitled and, upon demand of the donors, obliged, to assign the shares to a holding company which he owns. In this case the parents will have the usu-

fruct in 75 per cent of the shares which the holding company will be required to issue in exchange for the Opel shares. These shall be deposited in the name of the father, Geheimrat Dr. Wilhelm von Opel. After his death these shares shall be considered as deposited for the wife of Geheimrat Wilhelm von Opel. Geheimrat Dr. Wilhelm von Opel and, in case he should predecease his wife, his widow may vote the deposited holding shares by virtue of the usufruct, whenever the vote involves the declaration of the net profits and/or a resolution with respect thereto, including resolutions on the distribution of reserve funds. The holding company shall acquire the Opel shares on condition only that it will show on its books as an open reserve the net profits derived from the Opel shares or from assets substituted at a later date.

The net profits of the holding company are subject to the donor's usufruct only in proportion as they are derived from the Opel shares assigned to the holding company or from its substituted assets (p. 3).

The donors guarantee to the donee that the yield from that quarter of the gift which is exempt from usufruct, will amount to at least RM If it falls below that amount, the donee is entitled to claim the yield of the usufruct for himself, up to the guaranteed amount. If even this yield does not cover the amount, the donors are obliged to pay the deficiency. If in any one of the following years the yield from that quarter which is exempt from usufruct exceeds the guaranteed amount, the excess will revert to the donors until the guaranty payments made by them have been offset. The aforesaid guaranty promise does not apply whenever appropriate net profits of the holding company are available which remain undistributed by virtue of a resolution passed at a meeting of the shareholders.

SECTION 3

The son Fritz must account to his sister Mrs. at their parents' death for the gift made to him in article 1 by Geheimrat Dr. Wilhelm von Opel and his wife.

If at the time when such obligation to account becomes effective the value of the Opel shares donated according to article 1 exceeds their value as of the time of the gift, then Fritz shall account for the (p. 4) excess amount. If the value is lower, his obligation is diminished accordingly. The same applies if other assets have been substituted for the Opel shares.

If the holding company has not distributed all or part of its profits, so that the usufructuaries did not draw the proceeds during their lifetime, these reserves together with the holding shares themselves will remain in the hands of the son Fritz von Opel to whom the gift was made. But his obligation to account to his sister Mrs. increases by the amount of the reserves which the holding company accumulated from the proceeds of the Opel shares which it acquired or of the assets substituted for them.

SECTION 4.

If Mr. Fritz von Opel dies prior to his parents without leaving legitimate issue, the gift becomes null and void. This provision is made a condition subsequent of the gift. If the Opel shares which were donated to Mr. Fritz von Opel by his parents, were assigned to the holding company, the aforementioned condition shall apply to the holding shares which were substituted for the Opel shares. This also applies to that quarter of the gift which is not subject to the usufruct.

Plaintiff's Exhibit 9

Fundamental considerations

1. Father makes a gift to his son of a block of shares. The shares are assigned immediately. If they are not in the father's possession, the transfer is effected by assignment of the claim for delivery against the present holder. Gift tax becomes due at once unless an extension for payment is granted. Beside the donee, the donor is liable, since the donee has his domicile abroad.

2. When the parents die an accounting has to take place with regard to the gift between the two children, i.e. son and daughter. The moment the gift is made, the son must allow the value of the gift to be applied to his share of the estate. If at the time of the death of the parents no allowance is to be made for any increase in value. If a different arrangement is desired, it must be expressly provided that the value as of the death of the donor is to be taken into account in making the settlement. If the father does not avail himself of the usufruct discussed in figure 3 below, then the advancement will be increased by the amounts which the father did not draw.

3. The gift was made subject to a usufruct for life for the parents in three quarters of the gift. The proceeds accruing from the remaining (p. 2) one quarter are left to the son. The usufruct expires at the death of the surviving spouse.

Son is entitled to transfer the shares given to him to a holding company which is already existing and is owned by him. In this case, the parents' usufruct in the holding shares is substituted for the parents' usufruct in the donated shares. A claim to the usufruct can be asserted only to the extent to which the holding company has an income from the donated shares or from any other property that might take their place.

4. In order to secure the usufruct, the donated shares or the holding shares replacing them are deposited with a bank in the father's name. By virtue of his usufruct, the father is entitled to vote the shares in the case of such resolution of the holding company which dispose of the actual net profits. Father guarantees to his son that his 25% share of these profits will amount to at least RM

5. If the son dies, without children, before his parents, the gift reverts to the parents. The gift is made on condition that it is to be terminated if the son either does not survive both his parents or dies before his parents without leaving legitimate issue.

* *Translator's note:* The typewritten word "nicht" is stricken out in the retyped copy of the German original: obviously by mistake.

Plaintiff's Exhibit 10

Dr. Max Hachenburg
Prof. Dr. Sigm. Strauss
Dr. Fritz Bing
Dr. Hans Hachenburg
Rechtsanwaelte
Mannheim

Mannheim, October 5, 1931
Dr. MH/R

Herrn

Geheimrat Dr. Wilhelm von Opel
Wiesbaden

Stenbenstrasse 34

Dear Herr Geheimrat:

I wrote you on October 3.

Your son informed me that Dr. Faust is concerned about the problem whether or not an income tax may be payable

under the provisions of Section 30, subsection 3 of the Income Tax Act (Einkommensteuergesetz) if your son sells the shares which you transferred to him by way of a gift. In the meantime I have thoroughly re-examined this question. I cannot deny that there is some foundation for Dr. Faust's concern. To be sure, it is impossible to understand a rule of law according to which a stockholder of a German corporation who is residing abroad should have to pay an income tax in Germany if he sells these shares profitably. Suppose, a Dutch Bank (p. 2) deals in German securities. It pays taxes in Holland on the profits realized from buying and reselling the securities. Nevertheless it would also be subject to taxation in Germany, because the shares sold were German. The absurdity of such a conclusion tends to support my interpretation. The provision of Section 30, subsection 3 of the Income Tax Act creates a special burden on property held in Germany. To subject an alien to taxation of the income derived from business carried on in Germany presupposes (Section 3, Subsection 2, No. 2, Income Tax Law) the presence of a place of business or of a permanent agent in Germany. In the special case of the resale of a block of shares this is not possible (see Eber's Kommentar zum Koerperschafts-Steuer-Gesetz, Bemerkung 31 zu Par. 13—Eber's Commentary on the Corporation Tax Law, note 31 to Section 13). There are, however, commentators who take a contrary view, namely the view which Dr. Faust has in mind (Rehdanz-Selle, Die Besteuerung der Auslaender im Deutschen Reich—Taxation of Foreigners in Germany—page 39). This author takes the view that the profits realized from an advance of prices, to which Section 30 of the Income Tax Law refers, also accrue to foreign nationals. This is a conclusion based on conceptual logic only. Since Section 30 states: "As business income is to be considered . . ." the conclusion is drawn that profit obtained from such sales are to be considered as business profits and that for this

reason they are subject to the same taxes as those of a person doing business in Germany. I can thus understand why (p. 3) Dr. Faust raised this question. I still insist that no tax is payable for the reasons indicated above. I also believe that the Reichsfinanzhof (Reich Finance Court) will agree with this view, which is the only one that is economically justified. But you know, one can never predict, particularly in tax matters, what decision the authorities are going to make.

I believe, however, that the entire question is without practical importance in the present case. The special tax payable in the case of a sale of a block of shares is applicable only in the event that the seller owns personally or jointly with his nearest relatives, more than 25% of the capital stock. It is not necessary to sell 25%. It would be enough if the Opel family had retained more than 25% of their shares. But as far as I remember this is not at all the case. Thus, the whole question is without any practical importance.

Finally, the provision of Section 31 of the Income Tax Law must be considered. This article provides that the gift tax, which Mr. Fritz von Opel has to pay, is to be set off against the special income tax arising from the resale, provided that the shares are resold within the next 3 years.

Finally, I believe that upon the assignment of the shares to a holding company, as intended, no profit will be realized at all. If, later on, the holding company itself sells the Opel shares, this sale will not be considered a sale of the shares themselves. I do not believe that it is permissible to give the provision of Section 30, Subsection 3, of the Income Tax Law such a wide interpretation, all the more

so, since, as I have shown in my letter of October 3, an income tax does not become payable in Germany as long as the profits remain with the holding company.

With best regards

Yours truly,

(sgd.) DR. MAX HACHENBURG

P.S. I arranged with your son that if possible we should meet and talk the matter over, in the course of this week. Please, be good enough to advise me at your convenience which day and hour would suit you.

The above:

Plaintiff's Exhibit 24

ORIGINS OF THE GIFT

In Germany I was not allowed to own interests in an automobile company either directly or indirectly. I had therefore made available abroad to my son, who blamed me for selling the firm, about francs 3,800,000.00, so as to give him a chance to participate in a foreign firm. But I reported this amount on September 9, 1931, in compliance with the foreign exchange control regulations of August 29, 1931. I informed my son thereof and informed him that the amount would probably have to be surrendered and that consequently he had no longer the possibility to invest in another firm. The amount in question was then actually surrendered.

A short time after I had thus informed my son, he came to me and proposed on that occasion that I should let him have my shares. That is how the idea of a gift originated.

At that time I told my son: Consult the attorney Mr. Hachenburg, who made our contracts, and find out if and in what form such an assignment is possible. If it is possible, I agree. But I am not going to pay for the consultation; you will have to pay all expenses yourself.

Attached hereto is the letter referred to from Mr. Hachenburg, attorney-at-law, to my son's secretariat. Gift executed in accordance with draft of Mr. Hachenburg, attorney-at-law.

Plaintiff's Exhibit 25

1931 PROPERTY TAX RETURN

of Wilhelm von Opel, Geheimrat, Dr., in Wiesbaden, Steubenstrasse 34, and his wife Marta, nee Bade.

IV. *Other assets, in particular capital* (see instructions, No. 8 to 22). What was the value of the other assets owned by you and your wife on January 1, 1931 (without deduction of debts) viz:

2. a. shares, mining shares, and participating certificates of German companies (see instructions No. 12)? (e.g. interim certificates; Reichsbank share certificates, shares of colonial companies) RM 3,710,566.00
[4,910,556.00]

*Re IV: Other property**2. a. Shares, stocks and mining shares and participating certificates of companies in Germany.*

Nominal value	Name of securities	Taxing price Dec. 31, 1930	Market price
RM 6,000,000.00	Adam Opel shares	30.00	1,800,000.00

Plaintiff's Exhibit 26.

Revenue Office Wiesbaden
tax file No. 18/533

Wiesbaden, August 2, 1932

Herrn und Frau Dr. Wilhelm von Opel
Geheimer Kommerzienrat
34 Steubenstrasse
Wiesbaden

PROPERTY TAX ASSESSMENT

based on the property status of January 1, 1931

A. Ascertainment of property

According to the provisions of the National Valuation Act of May 22, 1931, the total taxable property of yourself and your wife has been ascertained to have been RM 20,217,399.00 on January 1, 1931.

II. Deviations from the statements made in your property tax return concerning property not specified under

2. The Adam Opel stocks are to be valued at 100% — $\frac{1}{2}$ = 50% — the other property—stocks, mining shares etc.—section 2—have been ascertained to be RM 4,910,566.30.

Plaintiff's Exhibit 29

[Reichsfinanzverwaltung]

To which Revenue Office
have you submitted your
last property tax return?

Revenue Office Wiesbaden

Under which tax number?

18/533

**REPORT SUBMITTED PURSUANT TO THE LAW PUNISHING
TREASON AGAINST THE NATION.**

by

Dr. Wilhelm von Opel, geh. Kommerzienrat,
of Wiesbaden, 34 Steubenstr.

I herewith declare the following property and foreign
exchange and vouch for the following:

I have declared my property and foreign exchange in full,
and to the best of my knowledge and belief.

This declaration also includes the property and foreign
exchange belonging to my wife Marta von Opel, nee
Bade.

Wiesbaden, October 27, 1933

(sgd) DR. WILHELM VON OPEL

6. *Other claims* (also claims originating from life-capital and annuities-insurances) provided the debtor has neither a residence nor his domicile nor his principal office or place of management in Germany, irrespective of whether the claims are payable in Reichsmark or in foreign currency. Mortgage claims are to be listed separately. Other claims may be stated in one lump sum only if they are payable in the same currency and by the same debtor. Designation of the debtor, the reason for, and the amount of the debt. In case of insurances state also the amount of the insurance. In case of claims which are secured by mortgages on real estate in Germany state also the real estate which is encumbered.

Conditional usufruct according to gift contract of October 5, 1931; which has been submitted to the Wiesbaden revenue office.

See also exhibit: explanations re 6/.

Plaintiff's Exhibit 30

1935 PROPERTY TAX RETURN

of von Opel, Wilhelm, Geheimrat Dr. Ing. h.c.
in Wiesbaden, Stenßenstrasse 34
and of his wife Marta, nee Bade

IV. *Other property, especially capital property.*

f. rights retained for old age, rights of usufruct, and other rights of annuities (cf. instruction) see appendix 5

Plaintiff's Exhibit 30E

*Re IV f:**Enclosure 5*

By agreement dated October 5, 1931, I made my son Fritz von Opel a gift of Opel shares of a nominal value of RM 6,000,000.00 reserving to myself a right of usufruct on these stocks respectively the substitute values therefor. According to the unanimous opinion of all the parties concerned this right of usufruct was to be utilized only in case I should become financially dependent upon the receipts from this right of usufruct.

This right has not yet been asserted, nor can I tell whether and to what extent I may have to fall back on it. Therefore I do not believe that for the present this right of usufruct should be listed as an asset.

June 27, 1935.

Plaintiff's Exhibit 35

Form I

Original Herrn Oberfinanzpraesidenten Berlin

To be read carefully before filling in.

Country: Great Britain

- I. Information concerning the person subject to the duty of report.

1. Name:

Geh. Kommerzienrat

Dr. ing. p.h. Wilhelm von Opel

3. Residence:

Wiesbaden, 34 Steubenstr.
secretariat: Ruesselsheim/Main

4. Nationality:

German

II. *Information concerning the claims.*

1. Kind of claim:

claim originating from loan

2. Amount of claims in Reichsmark—or foreign currency:

(after deduction of amounts repaid)
in terms of currency owed:

USA Dollars 20,000.—(twenty thousand)

3. Information regarding debtor:

Manfred Wroker-Flatow
c/o Sinfra Ltd.

Thames House, Millbank,
London SW 1,

at the time the loan was taken up of German
nationality, present nationality unknown.

4. Date due or terms as laid down in the contract:

Repayment was to be made in 10 annual in-
stalments of \$2,000.00 each, beginning April 1,
1936.

However debtor is unable to pay.

5. Rate of interest:

From April 1, 1935 on interest was to be paid on the loan, at the Reichsbank, discount rate in force at the time, at the end of each loan term, for the first time on July 1, 1935.

6. Is claim recognized by debtor, or has it been contested?

Claim is uncontested.

7. Has creditor any bond or surety in hand which is within Germany? State particulars and their value.

(1) Life insurance of RM 40,000.00 with the Iduna Life Insurance Company in the name of Manfred Wronker-Flatow and in favor of his wife, Alexandra Wronker-Flatow.

(2) Life insurance with the French Life Insurance Company L. Urbaine, amounting to French francs 125,000.00, in favor of his wife.

8. Does a contract or other instrument exist covering the claim?

Yes, an acknowledgement of the debt, signed by the debtor and his wife and dated Wiesbaden, March 16, 1931.

9. Has claimant heard of any measures by which the claim has been disposed of in the enemy country, for instance by payment to the Alien Property Custodian or other authority abroad?

unknown.

10. *Remarks:* Payment of the loan and interest accrued have repeatedly been requested without results because debtor is unable to pay. The existence of the claim has been reported repeatedly, for inst. on April 16, 1937 to the Foreign Exchange Department of the Reichshauptbank, Berlin SW 111, in compliance with the notice of the Reichsbankdirektorium of March 31, 1937; and on May 28, 1938, to the Reichsbank, Wiesbaden, in compliance with the notice of the Reichsbankdirektorium of April 30, 1938.

I declare to have given the above information to the best of my knowledge and belief; especially that the amounts claimed are correct and complete.

Ruesselsheim/Main, September 28, 1940

(sgd) Dr. WILHELM VON OPEL
by proxy (illegible)

Plaintiff's Exhibit 35A

September 28, 1940

An den

Herrn Oberfinanzpraesidenten Berlin
(Devisenstelle)

Kurfuerstendamm 193/94
Berlin W 15

Subject: Order to register German property in enemy countries of August 7, 1940

Enclosed I submit to you the form concerning my claim against Mr. Manfred Wronker-Flatow, c/o Sinfra Ltd., Thames House, Millbank, London SW 1, duly filled in, in threefold execution, in accordance with above order to register German property in enemy countries.

Heil Hitler

Plaintiff's Exhibit 36

April 16, 1937

[2 reports =


1) usufruct

2) Wronker-Flatow]

An die
Reichsbankstelle Wiesbaden,

Wiesbaden.

In compliance with an order of the Reichsbankdirektorium of March 31, 1937, concerning the declaration of German claims abroad, I am hereby as a precaution declaring once more the "qualified right of usufruct", which I have already tendered several times, and furthermore beg refer to the last letter regarding this subject of attorney-at-law Dr. D. Gros, Berlin W 62, 33 Budapesterstrasse, dated January 27, 1937.



Mit deutschem Gruss

stamp: Dr. Wilhelm von Opel

by (sgd.) B. FRENZEL

Kind	Currency amount	Converted into Reichsmark	Kind of Claim	due date	Name and residence of debtor	business or occupation
1	2	3	4	5 6	7	8
X \$	20,000.-	49,800.-	loan claim	-----	Mr. Wronker-Flatow c/o Sinfra Corp. One Exchange Place, Jersey City, N. J.	formerly an attorney-at-law

Repayment was to be made in 10 annual installments of \$2,000.- each, beginning April 1, 1936.—
Up to date no payment has been made because debtor is unable to pay.

Pursuant to the order of the Reichsbankdirektorium of March 31, 1937 (Reichsanzeiger (German National Gazette), No. 72, of March 31, 1937) I am/we are hereby declaring on the reverse of this page my/our claims which according to the status as of March 31, 1937, have fallen, or will fall, due from capital transactions with
the U. S. A.

I am/We are aware of the fact that this declaration is not considered as a tender in the terms of the foreign exchange regulations.

To the Foreign Exchange Department of the Reichshauptbank Ruesselsheim, April 16, 1937
Delivery control : Berlin SW 111

Plaintiff's Exhibit 37

1830

Plaintiff's Exhibit 38

Revenue Office.

Wiesbaden, January 7, 1932

List S No. 67/1931

Debit Book No. 321/1931

Preliminary Tax AssessmentA. Tax assessment

1. Pursuant to the Inheritance Tax Act, a tax is assessed on Geh. Kommerzienrat Dr. Wilhelm von Opel's gift of October 5, 1931, payable by the donee mentioned overleaf, and amounting to RM 200,000.00.

3. The total tax amounting to RM 200,000.00 is payable on or before February 25, 1932.

Herrn Geh. Kommerzienrat
Dr. Wilhelm von Opel
34 Gartenstrasse

by proxy:

(sgd.) von Claar

for a true copy

(signature illegible)

tax rate per cent	from RM	To be paid amount RM
----------------------	---------	-------------------------

10	2,000,000.00	200,000.00
----	--------------	------------

Remarks [92]

The assessment differs from the tax return in the following items:

Please fill in and return the attached tax return. Final assessment will be made after the tax return has been received and the market value as of the date the gift was made has been ascertained by the competent Revenue Office.

Current number	family name and christian name of beneficiary	relationship between bene- ficiary and testator —donor—	value of acquisition in detail	total RM
1	von Opel, Friedrich	son	2,000,000.00	

Plaintiff's Exhibit 39

Copy

Finanzamt Wiesbaden
file No. 5 S. 67/1931

Inheritance tax
Important

- 1.) This tax declaration is to be returned on before February 10, 1932, properly completed and personally signed.
- 2.) If the return is delayed an advance payment may be demanded, and an additional 10% may be added to the assessed tax amount.
- 3.) The making of a return can be enforced by fines.
- 4.) All statements are to be made on the basis of the conditions as they were at the time of the gift.
- 5.) Every question must be answered separately. If space allotted in this form is not sufficient a separate sheet is to be used and attached.
- 6.) The decision as to what is taxable and what is tax-exempt rests solely with the Finanzamt, not with the taxpayer.

Tax declaration S

concerning an inter vivos gift made by the Geheimer Kommerzienrat Dr. Ing. e.h. Wilhelm von Opel to Friedrich von Opel

Questions:

Answers:

(each question is to be answered)

1. family and surname, occupation or profession, nationality, and residence (city, street, and house number of the donor)? Dr. Ing. e.h. Wilhelm von Opel geh. Kommerzienrat, Wiesbaden, Steubenstrasse 34.
 2. family and surname, occupation or profession, nationality, and residence (city, street, and house number) of the donee Dipl. Ing. Fritz von Opel, Brasschaat, near Antwerp
 3. Relationship between donor and donee? Give exact details, not: nephew, uncle etc. but son of brother, granddaughter of sister, and so on son
 4. Of what did the gift consist? Give exact details, especially for gifts of real estate: sheet in the land register, cadastral number, location, size, used for which purpose? RM 3,000,000.00 par value shares of the Adam Opel A.G.
- If bonds or shares: quantity, kind, special designation, nominal value, price and quotation, rate of interest, due-dates of interest payments, etc. see above.
5. Was the gift made for a special purpose, or were special conditions attached to it? see enclosed agreement

Questions:

Answers:

(each question is to be answered)

6. When and in what way has the gift been made? (registration in land-register, assignment etc.) see enclosed agreement
 7. What was the value of the gift (in Reichsmarks) at the time it was made, and how has this value been ascertained? see separate sheet (to follow, since the balance sheet of Adam Opel A.G. is not yet quite ready and consequently the records not yet completed).
 8. Beginning with what date is donee entitled to receive interest or shares of profits on the securities or the capital amount? see agreement
 9. Where was the object of the gift at the time the gift was made? (see No. 6 above)? in this country or abroad? see agreement
 10. Is a document in existence concerning the gift? In particular has the gift been legally certified? By whom, when, under what file number? see agreement
- Attach, if you can, the original deed or a copy thereof.
11. Has the donee received gifts before from the donor? (i.e. dowries, etc.) no
When and how much?

I declare that I have stated the above to the best of my knowledge and belief.

Ruesselsheim a.M., January 15, 1932

Plaintiff's Exhibit 40

Wiesbaden Revenue Office

Wiesbaden, February 12, 1933

E

List — No. 67/1931

S

Debit Book No. 321/1931

*Further preliminary assessment of tax**A. Tax assessment.*

1. According to the Inheritance Tax Act taxes on the gift of Geh. Kommerzienrat Dr. Wilhelm von Opel and his wife, of October 5, 1931, payable by the beneficiary named overleaf, are for the time being assessed at RM 462,000.00.
2.
3. As far as not already due, a total amount of RM 462,000.00, has to be paid on or before April 1, 1933.

B. Warning

Notice of appeal against the assessment does not prevent the decision from becoming effective (article 235 Reich Tax Code), nor, in particular, will it prevent the tax from being collected. The tax is payable on the aforementioned date even in case a delay should occur in the settlement of the estate.

An :

(sgd)

As deputy

von Claer

Herrn Geh. Kommerzienrat

Dr. Wilhelm von Opel

(sgd)

for a true copy

Höhne

Gartenstrasse 34

Wiesbaden

Tax rate per cent	on RM	Payable amount RM
----------------------	----------	-------------------------

Remarks

The following items of the tax assessment differ from the tax return:

According to the deed of gift of October 5, 1931, Dr. Wilhelm von Opel and his wife, who are nowing their property jointly, are giving to their son Fritz von Opel

11	2,100,000.00	231,000.00
----	--------------	------------

600 shares of the Adam Opel A.G., Ruesselsheim, owned by them, nominal value RM 6,000,000.00

effective as of October 5, 1931, with the reservation of the usufruct of 80% of the donated shares for the life of the donor.

The usufruct will expire with the death of that donor who lives longest.

In case the donee should die before his parents and without legitimate issue, the gift will become ineffective.

11	2,100,000.00	231,000.00
----	--------------	------------

462,000.00

by preliminary tax
assessment of
January 7, 1932

200,000.00

were demanded; thus 262,000.00
remain to be paid.

For the time being this condition shall not influence the taxability of the gift (section 4, Reich Valuation Act, section 54 A.B. Inheritance Tax Act).

According to information received from the Mainz/Land Revenue Office, the Adam Opel shares are to be valued at 70% as of the date of the gift.

Therefore the value of the gift is 70% of RM 6,000,000.00, i.e. RM 4,200,000.00.

The value of the right of usufruct is 8.5 times (age of the youngest donor: 54 years) its one year value, i.e. of 80% of the whole usufruct.

But in the present preliminary tax assessment the value of the right of usufruct has been disregarded, because according to counsel's letter of July 1, 1932, to the Reich Minister of Finance, the General Motors shares given in exchange are not likely to yield any dividend.

The final assessment will be made as soon as an estimate is possible of the actual annual value of the donor's usufruct, i.e. of what average proceeds can be expected in the future from the 134768 General Motors shares which had been given in exchange for the gift.

Please submit appropriate records (yields of 1930, 1931, 1932, and estimated yield for subsequent years).

Name of person acquiring	Relationship between person acquiring and testator—donor—	Value of acquisition
<i>I. Donation of the husband Wilhelm von Opel</i>		
1 von Opel, Fritz	son	RM 2,100,000.00
<i>II. Donation of the wife Wilhelm von Opel</i>		
2 von Opel, Fritz	son	RM 2,100,000.00
		<hr/> RM 4,200,000.00

Plaintiff's Exhibit 41

Dr. Faust

February 21, 1933

An das
Finanzamt Wiesbaden
Wiesbaden

Subject: List E/S No. 67/1931 debit book No. 321/1931.
Further preliminary tax assessment of February 13, 1933.

I hereby appeal against the further preliminary tax assessment of February 13, 1933, concerning the gift tax amounting to RM 262,000.00.

The Opel shares are valued therein, in accordance with a proposal of the Finanzamt Mainz/Land, at 70%. This proposal of the Finanzamt Mainz/Land is untenable; it conflicts with the legal opinion of the Darmstadt Chamber of Commerce, which the Finanzamt Mainz/Land itself had requested. Evidently the Finanzamt wants to base the valuation exclusively on the singularly fortunate conditions of the sale. That this is not permissible, is a long established principle of law. But, in addition, it must be remembered that this sale took place abroad and that therefore the sale cannot, as such, furnish a standard for the valuation of the shares in no event, however, without adjustment; for the valuation domestic conditions only can be taken into account. Finally I wish to point out that the Darmstadt Chamber of Commerce is going to amend shortly the opinion it rendered at the time.

In my opinion, a valuation which is so difficult and of so far reaching consequences for the individuals concerned

should not be made without a minute and searching investigation of the facts, and should be based not simply on the conclusions reached so far. In view of the high amounts which are at stake for the taxpayer it is absolutely necessary to exhaust all possibilities which could in some way help to arrive at an objective decision. Under no circumstances estimates should be used which are without reliable foundation and may result in unjustifiable disadvantage to the taxpayer.

For these reasons I request an extension, until further notice, for that portion of the gift tax which has not yet been paid, at any rate until such time as the supplementary opinion of the Chamber of Commerce will be available. I will try to have the Chamber of Commerce supply this opinion as quickly as possible.

In view of the fact that on the 25th instant a further instalment of RM 50,000.00 is due I wish to ask you to grant the extension applied for at your earliest convenience.

Yours very truly,

for Dr. Wilhelm von Opel

F.

Plaintiff's Exhibit 45

January 2, 1932

To the
Revenue Office
Wiesbaden

[115/11]

By deed dated October 5, 1931, I gave to my son Friedrich von Opel Opel shares of a nominal value of RM 6,000,000.00. What regards the value of the shares, I care

say that in view of today's quotation of the shares, the balance for which closed with a loss of about RM 2,288,224.34 for the business year 1929, with a loss of about RM 13,884,792.11 for the business year 1930, and which, in view of the monthly statements on hand until now, is likely to do no better in the business year 1931, a quotation of about 25-30% per share must be considered as very appropriate.

I am hereby reporting this gift in accordance with article 25 of the Inheritance Tax Act.

Yours truly,

[Note: The original (sheet 1 of the gift tax files No. 67/31 and 13/33) has been signed by Geheimer Kommerzienrat Dr. Wilhelm von Opel March 28, 1934. (sgd.) Hagemann, Oberzollingspektor.]

Plaintiff's Exhibit 46

From March 1930 to June 1932 inclusive

Schweiz. Kreditanstalt,
Zuerich.

Income tax 1930 blue
Income tax 1931

Special account
current account

1931

Jan. 11

transfer from special account
(see letter of January 13, 1931)
[no interest]

+ 27,901.85

O.B. 19	payment on letter of credit of W.v.O. (+ — .50 postage).....	— 27,000.50
		<hr/>
		+ 961.35
interest st (?)		
Special account		
May 11	transfer from special account, income tax on special account....	+ 25,633.35
		<hr/>
		+ 26,594.70
interest st (?)		
June 16	1% interest on credit balance according to closing balance.....	+ 45.15
		<hr/>
		+ 26,637.85
B 16	postage and small expenses ac- cording to closing balance.....	— 1.85
		<hr/>
		+ 26,636.00
		<hr/>
1931		
June 16	balance	+ 26,636.00
O/p (1932)	withdrawal according to W.v.O.	— 16,500.00
Aug. 26		<hr/>
see entry		+ 10,136.00
Jan. 4, 1932	remittance to Ungarische Allge- meine Creditbank	— 5,000.00
		<hr/>
		+ 5,136.00
[1932]		
Oct. 5	remittance to M. Thalberg, Zarich	— 500.00
		<hr/>
		+ 4,635.00

Interest (?)
special account
Nov. 11

Transfer from special account
[Income tax on special account] + 43,256.25

+ 47,892.25

special
account 14

transfer of the special account.... +3,845,000.00

+3,892,892.25

Disco 40424
Dec. 3

remittance to Reichsbank Direk-
torium Berlin, equivalent re-
funded by Reichsbank to DDBK,
December 8, 1931 — 43,256.25

+3,849,636.00

B (1932) 16

Expenses according to extract
of current account' — 2.50

+3,849,633.50

attachment
account 24

transfer to "attachment" ac-
count — 3,500,000.00

+ 349,533.50

interest st (?)
1932 31

interest on credit balances ac-
cording to closing balance..... + 2,057.84

+ 351,701.34

B/1932 31

postage and small expenses ac-
cording to closing balance — 3.34

+ 351,698.00

[Income tax 19 (32 see account (illegible))]

1932

see entry of
August 26, 1931
January 4

balance + 351,698.00

remittance from Ungarische All-
gemeine Creditbank (own ac-
count) + 5,000.00

+ 356,698.00

interest
st (1)

interest on the above + 1.05

+ 356,699.05

interest
st (1). 15

$\frac{1}{2}\%$ interest according to the
closing balance + 73.96

+ 356,773.01

B 15

postage and small expenses ac-
cording to closing balance - 1.51

+ 356,771.50

account-

No. 40424 15

remittance to Reichsbank Direk-
torium Berlin, equivalent re-
funded by Reichsbank to DDBK,
Frankfurt/M. value per Jan.
1932 - 356,771.50

Special account.

tied up from March 11, 1930 to September
11, 1930 at 4% p.a.

tied up from Sept. 11, 1930 to Nov. 11, 1930
at $1\frac{1}{2}\%$ p.a.

tied up from Nov. 11, 1930 to Jan. 11, 1931
at $1\frac{1}{2}\%$ p.a.

tied up from Jan. 11, 1931 to May 11, 1931
at 2% p.a.

tied up from May 11, 1931 to Nov. 11, 1931
at $2\frac{1}{4}\%$ p.a.

Swiss francs account.

1930

March 11	own remittance.....	+ 3,787,990.80
----------	---------------------	----------------

Sept. 11	4% interest from March 11 to Sept. 11, 1930.....	+ 75,759.80
----------	---	-------------

 3,863,750.60

Nov. 3	11½% interest from Sept. 11 to Nov. 11, 1930.....	+ 9,559.40
--------	--	------------

 +3,873,310.00

Dec. 4	Expenses on letter of credit.....	— 126.00
--------	-----------------------------------	----------

 +3,873,284.00

Dec. 31	payment on letter of credit and expenses of — 50.....	— 10,000.50
---------	--	-------------

1931

Jan. 11	1½% interest from Nov. 11, 1930 to Jan. 11, 1931.....	+ 9,678.35
---------	--	------------

 +3,872,961.85

 interest
 st (f)
 custodianship
 account 11

	transfer to custodianship ac- count according to letter of January 13, 1931.....	— 27,961.85
--	--	-------------

 +3,845,000.00

 interest
 st (f)
 May 11

	2% interest from January 11 to May 11, 1931.....	+ 25,633.35
--	---	-------------

 +3,870,633.35

1845

general
account 11 transfer to general account..... — 25,633.35

+3,845,000.00

interest
st (f)

November 11 2 1/4% interest from May 11, to
Nov. 11, 1931 + 43,246.25

3,888,246.25

general
account 11 transfer to general account..... — 43,246.25

+3,845,000.00

current Swiss
frances

account 11 transfer to current account..... — 3,845,000.00

Attachment account in Swiss francs.

1931

December 24 balance carried forward from
the current Swiss francs account
(value per December 22)..... +3,500,000.00

1932

June 16 1/2% interest from December 22,
status of July 1931 to June 30, 1932..... + 1,118.00

account Reichs-
Kredit Gesell-
schaft

July 7, 1932

+3,501,118.06

B. (July) 30

postage and small expenses..... — 2.06

30

remittance to the account of the
Reichsbank Direktorium Berlin
in favor of Wv.O. at Reichs-
Kreditgesellschaft Berlin — 3,501,116.00

Plaintiff's Exhibit 47

September 22, 1933

EFR

Mr. Fritz von Opel,
New York City.

Dear Sir:

We quote the following extract from the cable received from the Deutsche Bank & Disconto-Gesellschaft, Frankfurt on October 24, 1931:

"GEHEIMRAT DR. WILHELM VON OPEL RUESSELSHEIM INSTRUCTED US TO CABLE TO YOU THE FOLLOWING NEW POWER OF ATTORNEY — UNTIL YOU HEAR FROM ME TO THE CONTRARY YOU ARE HEREBY AUTHORIZED AND REQUESTED TO ACT UPON ANY AND ALL INSTRUCTIONS WHICH MAY BE GIVEN YOU FROM TIME TO TIME BY MY SON FRITZ VON OPEL REGARDING ANY AND ALL FUNDS OR OTHER PROPERTY AT ANY TIME WITH YOU FOR MY ACCOUNT AND TO HONOR EACH AND EVERY WITHDRAWAL HE MAY REQUEST THEREFROM — SIGNED DR. WILHELM VON OPEL."

Very truly yours,

Assistant Vice President.

Plaintiff's Exhibit 49

IN THE
UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF COLUMBIA
Civil Action No. 26453

UEBERSEE FINANZ-KORPORATION, A. G.,*Plaintiff,*

—v.—

TOM C. CLARK, Attorney General,
As Successor to the Alien Property Custodian,

Defendant.

STIPULATION

IT IS HEREBY STIPULATED between the parties that if Dr. Joseph Henggeler, Attorney at Law, Lowenstrasse 1, Sihlporte, Zurich 1, Switzerland were called as a witness upon the trial of this action he would testify as set forth in his affidavit dated September 2, 1948, executed in Zurich, Switzerland, an original of which is attached hereto;

IT IS FURTHER STIPULATED that the photostatic copy of the confirmation of the Liechtenstein Government dated April 8, 1947, annexed to the affidavit hereinbefore referred to is a true and correct copy of the same and was delivered to Dr. Henggeler upon his demand;

IT IS FURTHER STIPULATED between the parties that Dr. Henggeler would testify that he knows that Mr. Fritz von

Opel maintained a residence and home in St. Moritz, Switzerland since about 1933;

IT IS FURTHER STIPULATED between the parties that Dr. Henggeler would testify that he concluded many years ago that Fritz von Opel had established his residence and domicile in Switzerland;

IT IS FURTHER STIPULATED that Dr. Henggeler would testify that in his negotiations with the Swiss Tax Office he was advised by that Department of the Swiss Government that it had concluded that Fritz von Opel was a domiciliary of Switzerland subject to the tax imposed by Switzerland and that he knows of his own knowledge that Mr. Fritz von Opel has paid the assessed tax for many years;

IT IS FURTHER STIPULATED that no officers of the Swiss Tax Department ever took any position with him other than that Fritz von Opel since 1939 was a Liechtenstein citizen;

IT IS FURTHER STIPULATED that the testimony of Dr. Joseph Henggeler may be dispensed with upon the trial of this action, and that this stipulation and/or his affidavit and the photostatic copy of the confirmation of the Liechtenstein Government annexed thereto may be offered in evidence or used by either party in lieu of such testimony, without said stipulation, however, constituting any waiver by the defendant of its right to object to the admissibility of said testimony.

DATED: November 24, 1948.

UEBERSEE FINANZ-KORPORATION, A. G.

By WALTER E. GALLAGHER
Walter E. Gallagher, Attorney

TOM C. CLARK, Attorney General, as
successor to the Alien Property
Custodian

By DAVID L. BAZELON
David L. Bazelon
Assistant Attorney General
Director, Office of Alien Property
Department of Justice

(Seal)

Affidavit

I, the undersigned Dr. Josef Henggeler, attorney at law, member of the bar of Zurich, with offices at Löwenstrasse 1; Zurich, Switzerland hereby make oath and say as follows:

I have been for more than 5 years legal adviser of Mr. Fritz von Opel in respect of his business affairs in Switzerland.

Mr. von Opel has during the years since the outbreak of the war repeatedly asked my advice with regard to obtaining the Swiss nationality. He explained to me that he and his wife wished to renounce their German nationality as they did not approve at all of the political development in Germany. He also stated that he did not have financial interests in Germany anymore and that the overwhelming part of his means was invested in the United States.

I had to point out to Mr. von Opel that in view of acquiring the Swiss nationality he was unable to comply with the legal requirements although having been domiciled in St. Moritz, Switzerland, for many years. For, according to the Swiss Federal Act on the acquisition of the Swiss citizenship of June 25, 1903 / June 26, 1920 article 2, the right to acquire the Swiss nationality will only be granted to an applicant who during the last 12 years has uninter-

ruptedly resided in Switzerland for at least 6 years. Furthermore the applicant must have stayed in Switzerland two years without interruption before the date of the application. Mr. von Opel could not comply with these requirements as he had been periodically compelled to leave Switzerland for business matters especially for his affairs in the United States. At the same time I drew the attention of Mr. von Opel to the fact that he had the possibility to acquire the citizenship of the Principality of Liechtenstein and I also informed him that the Principality of Liechtenstein keeps very close relations with Switzerland, i.e. the two countries form a customs union, a treaty to that effect having been concluded between the two states on March 29, 1923. Switzerland has also been charged by the Principality of Liechtenstein with the diplomatic representation of its interests and with the protection of its citizens abroad. The citizens of the Principality of Liechtenstein may therefore call upon the Swiss diplomatic representatives or the Swiss consular service for help which is given to them in the same manner as to a Swiss citizen if the government of the Principality brings forward a corresponding proposition to the Swiss government.

After the outbreak of the war, Mr. von Opel came to consult me again in this matter and repeated to me that he did not approve at all of the political attitude of Germany. The war having broken out he wished to renounce his German nationality under any circumstances and he stated that he would never do any military service for Germany. He then also told me again that the greatest part of his property was invested in the United States and that he therefore felt compelled to leave as quickly as possible for the United States. On the one side he did not in the least want to go to the United States as a German citizen, on the other side he wished absolutely to leave for the United States.

I then told Mr. von Opel that there was no other possibility for him than to apply for the citizenship of the

Principality of Liechtenstein and I advised him to undertake the necessary steps. Mr. von Opel agreed with me.

Therefore I got in touch with Dr. Ludwig Marxer, barrister at law in Vaduz, Liechtenstein, a former member of the government of the Principality. I have known Dr. Marxer for years as a perfectly trustworthy lawyer and I have always associated him with me in legal cases involving Liechtenstein law.

The naturalization took place in complete agreement with the law of Liechtenstein and was completed on November 21, 1939 as indicated on the annexed statement from the Liechtenstein Government dated April 8, 1947.

I remember clearly that Mr. von Opel was very satisfied after the naturalization. He mentioned to me that with the extinguishment of his German nationality he felt freed from a burden which had weighed heavily on his mind. He was very glad that, now a citizen of a free and democratic country, he could leave for the United States.

Zurich, September 2, 1948.

(Signed) JOSEF HENGGELE
(Dr. Josef Henggeler)

(Notarial Stamp)

Legalization.

Seen for legalization of the above signature given by Mr. Dr. Josef Henggeler, lawyer, at Zürich, Löwenstrasse 1.

Zürich, this 3rd day of September 1948.

No. (illegible) Fr. 3.

Notariat Zürich (Altstadt)
(signature illegible)
Notary Public

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Government of the Principality of Liechtenstein

Nr.

Confirmation

It is hereby certified that Mr. Fritz von Opel, born May 4, 1899, upon his application, on November 21, 1939, was made a citizen of the Liechtenstein State and thereby became a member of the community of Planken. It is the opinion of the Government that, pursuant to Section 25 of the Act of July 22, 1913 governing Citizenship in the Reich and the German States, Mr. von Opel lost German citizenship, since, at the time of naturalization and several years prior thereto, he resided abroad.

Vaduz, April 8, 1947.

Official Seal and State Tax

Government of the Principality:

(Signatures Illegible)

Official Seal

Plaintiff's Exhibit 50

(CABLEGRAM)

(Stamp)

Office of General Counsel
Sep 17 1931

XP1934 RW2.

ANTWERP 29 16TH

NLT JOHN THOMAS SMITH VICE PRESIDENT
GENERALMEX NY

GEHEIMRAT WANTS TO CONTACT WITH YOU
PLEASE CABLE IF AND WHEN YOU WILL COME
EUROPE REGARDS FRITZ VON OPEL GECONAN
VER ANTWERP

1853

Plaintiff's Exhibit 51

(TELEGRAM)

(9/21/31)

FRITZ VON OPEL
GECONANVER
ANTWERP

EXPECT TO BE IN EUROPE LATTER PART
OCTOBER

JOHN THOMAS SMITH

Plaintiff's Exhibit 52

(CABLEGRAM)

(Stamp)

Office of General Counsel
Oct 5 1931

N73 39 Cable—Ruesselsheim 1700 Oct 5 1931

JOHN THOMAS SMITH—

GENERAL MEX—NEW YORK HON THOMAS
SMITH GENL MOTOR EXPORT CO 1775 BROAD-
WAY R1717)

ARE YOU AVAILABLE FOR INTERVIEW IN PER-
SONAL MATTER IN NEW YORK ON OCTOBER
THIRTEENTH? IF SO MYSELF OR MY SON INTEND
SAILING WEDNESDAY FOR NEW YORK STOP
CABLE REPLY WILL OBLIGE KIND REGARDS—

WILHELM VON OPEL

1854

Plaintiff's Exhibit 53

(TELEGRAM)

(10/5/31)

WILHELM VON OPEL
RUESSELSHEIM
GERMANY

EXPECT TO BE HERE THE THIRTEENTH SAIL-
ING EUROPA FIFTEENTH RUESSELSHEIM ABOUT
TWENTYSIXTH KIND REGARDS

JOHN THOMAS SMITH

Plaintiff's Exhibit 54

(RADIOGRAM)

NEW YORK,
OCT. 13TH 1931
OCT. 12 HOLIDAY

FRITZ VON OPEL
RADIO VIA S.S. EUROPA N CHATHAM

WANT TO DISCUSS WITH YOU TOMORROW AF-
TERNOON IMMEDIATELY AFTER STEAMERS AR-
RIVAL CONFIDENTIAL MATTER CONCERNING
AGREEMENT WITH GENERAL MOTORS

FRITZ VON OPEL

Plaintiff's Exhibit 56

(COPY OF LETTER ON
NATIONAL CITY BANK LETTERHEAD)

October 19, 1931

The National City Bank of New York,
55 Wall Street,
New York, N. Y.

Gentlemen:

With reference to the letter addressed to you under date of April 11, 1929, signed by my father, Dr. Wilhelm v. Opel, in which letter you are instructed to deliver six hundred (600) shares of the capital stock of Adam Opel Aktiengesellschaft, of the par value of 10,000 Reichsmarks a share, to General Motors Corporation upon the receipt from General Motors Corporation of the prices for the stock stated in said letter, I now request that you deliver the six hundred (600) shares to General Motors Corporation free and clear, without receiving from General Motors Corporation the payments specified.

I request you to do this under the terms of the power of attorney from my father appointing me his attorney in regard to this matter, which power of attorney you have in your files.

Yours very truly,

(Signed) FRITZ VON OPEL

Plaintiff's Exhibit 57

October 19, 1931.

Mr. E. F. Regan,
Ass't Vice President,
National City Bank,
55 Wall Street,
New York City.

Dear Sir:

This will confirm my introduction to you today of my friend Fritz von Opel, of Wiesbaden, Germany. At the present time he is here representing his father, Wilhelm von Opel, in connection with a transaction between his father and General Motors Corporation involving stock of the Adam Opel Aktiengesellschaft deposited with you under an agreement dated April 11, 1929.

Mr. Opel's signature is appended and I am very glad to verify it as authentic.

Yours very truly,

General Counsel.

JTS:Hr

(signed)

FRITZ VON OPEL.

Plaintiff's Exhibit 58

Abschrift.

Copy

October 20, 1931.

General Motors Corporation,
1775 Broadway,
New York City.

Dear Sirs:

Supplementing my letter of today, you are hereby further authorized to purchase for my account 9,532 shares additional of General Motors Common Stock at \$24. a share, amounting in the aggregate to \$228,768.

This amount is to be deducted from the purchase price of the stock of the Adam Opel Aktiengesellschaft delivered to you under the agreement.

The Opel stock to be taken in at \$6,095. a share.

Very truly yours,

WILHELM VON OPEL

By: FRITZ v. OPEL

Attorney in fact.

Plaintiff's Exhibit 59

October 20, 1931

GJK

BY HAND

General Motors Corporation
1775 Broadway
New York, New York

Gentlemen: Mr. John Thomas Smith, Vice President

In accordance with instructions received from Mr. Fritz Von Opel, acting under Power of Attorney for Mr. Wilhelm

Von Opel, we are handing you herewith for account of the latter 600 shares of Adam Opel Aktiengesellschaft represented by certificates Nos. 1/100, 101/200, 201/300, 301/400, 401/500 and 501/600 of the par value of Rms. 10,000 each.

Kindly acknowledge receipt on the attached copy of this letter.

Very truly yours,

GEO. J. KENNY

G. J. Kenny

Assistant Trust Officer

GJK:MCD

Oct. 20, 1931

Receipt is hereby acknowledged of the securities mentioned above.

JOHN T. SMITH

Vice President

OFFICIAL DESIGNATION

Plaintiff's Exhibit 60

October 20, 1931.

General Motors Corporation,
1775 Broadway,
New York City.

Dear Sirs:

Supplementing my letter to you of October 17, 1931, you are further authorized to purchase for my account

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General Motors Common Stock at \$24. a share, or better, up to \$304,750.

Payment for these additional shares is to be made by delivery to you of 50 shares of the stock of the Adam Opel Aktiengesellschaft.

Yours very truly,

WILHELM VON OPEL.

By:

(signed) FRITZ VON OPEL.

Fritz von Opel.

Attorney in Fact.

Plaintiff's Exhibit 61

October 20, 1931.

General Motors Corporation,

1775 Broadway,

New York City.

Dear Sirs:

Supplementing my letter of today, you are hereby further authorized to purchase for my account 9,532 shares additional of General Motors Common Stock at \$24. a share, amounting in the aggregate to \$228,768.

This amount is to be deducted from the purchase price of the stock of the Adam Opel Aktiengesellschaft delivered to you under the agreement.

The Opel stock to be taken in at \$6,095. a share.

Very truly yours,

WILHELM VON OPEL.

By:

(signed) FRITZ VON OPEL.

Fritz von Opel.

Attorney in Fact.

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Plaintiff's Exhibit 62

(LETTERHEAD OF J. P. MORGAN & CO.)

New York, October 20, 1931.

PRIVATE AND CONFIDENTIAL.

Wilhelm Von Opel, Esq.,
c/o J. T. Smith, Esq.,
General Motors Corporation,
1775 Broadway,
New York City.

Dear Sir:

As arranged today with Mr. J. T. Smith, we confirm sales to you of 47,625 shares of General Motors Corporation Common stock at \$24.00 per share.

Delivery of this stock will be made at our office in New York City against payment in New York funds on or before October 30, 1931.

Very truly yours,

J. P. MORGAN & Co.

Plaintiff's Exhibit 64

October 22, 1931.

Dr. Fritz von Opel,
The Plaza Hotel,
Fifth Avenue at 59th Street,
New York City.

Dear Fritz:

Pursuant to your instructions I today delivered the check of General Motors Corporation to J. P. Morgan & Co., for

\$1,143,000.00 to cover the purchase of 47,625 shares of General Motors Common Stock at \$24. a share.

I further directed that the certificates be placed in the name of King & Company, 22 William Street, nominees of the City Bank Farmers Trust Company, as directed in their letter to me dated October 20, 1931.

As soon as the certificates go through transfer they are to be delivered by J. P. Morgan & Co. to the National City Bank for the account of your father, Wilhelm von Opel.

Very truly yours,

General Counsel.

JTS: Hr

Plaintiff's Exhibit 65

Abschrift.

Copy.

October 23, 1931.

Mr. John T. Smith, General Counsel,
General Motors Corporation,
1775 Broadway,
New York City.

Dear Mr. Smith:

I beg to acknowledge receipt of your communication of the 22nd, notifying me that on behalf of my father you have paid to Morgan & Co., the sum of \$1,143,000.00 to cover the purchase of 47,625 shares of General Motors Common Stock, certificates for which, in the name of King & Company, will in due course be delivered to my father's credit.

to the National City Bank for the account of my father,
Wilhelm von Opel.

If agreeable to you, I wish that the amounts so paid
 should be averaged over the deliveries to be made from
 November 16, 1931, up to and including November 21, 1931.

Yours very truly,

(signed) Fritz v. Opel.

Fritz von Opel.

Plaintiff's Exhibit 66

October 28, 1931

The National City Bank,
 New York, N. Y.

Attention—*Mr. Regan, Asst. Vice-President*

Gentlemen,

This letter will authorize you to deliver any securities
 or cash that you are now holding, or may hold in the future,
 for my account to the City Bank Farmers Trust Company
 for account of Fritz von Opel.

Very truly yours,

WILHELM VON OPEL

by (Signed) Fritz v. Opel
 Atty. in fact

Plaintiff's Exhibit 68

Transcript of Account:

Geheimrat Wilhelm Von Opel—Russelsheim, Germany
with National City Bank—Head Office—Foreign Books
from November 18 to 24, 1931

Date 1931	Debit	Credit	Balance
Nov. 18	Deposit by Gen'l. Motors Corp. N.Y. Value date 11/17	432,116.49	432,116.49
Nov. 18	Trf. to C.B.F.T. Co. N.Y. for account of Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact	431,843.23	
Nov. 18	Dep. by Gen'l. Motors Corp.	431,843.23	
Nov. 18	Trf. to C.B.F.T. Co. N.Y. for account of Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact	432,116.49	-0-
Nov. 19	Dep. by Gen'l. Motors Corp. N.Y.	432,480.84	
Nov. 19	Trf. to C.B.F.T. Co. N.Y. for account Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact	432,480.84	-0-
Nov. 20	Dep. by Gen'l. Motors Corp. N. Y.	432,845.19	

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Date 1931	Debit	Credit	Balance
Nov. 20 Trf. to C.B.F.T. Co. N.Y. for account Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact	432,845.19		-0-
Nov. 21 Dept. by Gen'l. Motors Corp. N.Y.		432,936.27	
Nov. 21 Trf. to C.B.F.T. Co. for account Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact.....	432,936.27		-0-
Nov. 24 Dept. by Gen'l. Motors Corp. N.Y.		432,526.62	
Nov. 24 Trf. to C.B.F.T. Co. N.Y. for account Fritz Von Opel letter 10/28/31 from Fritz Von Opel atty. in fact	432,526.62		-0-

Account Closed November 24, 1931

Plaintiff's Exhibit 69

October 30, 1931

Mr. T. M. Godwin, Asst. Trust Officer

On the account of Wilhelm Von Opel we are not to send anything to Mr. Wilhelm Von Opel in Germany until further advised.

(Signed) H. D. SAMMIS

H. D. Sammis,
Vice President.

Plaintiff's Exhibit 70

CUSTODIAN ACCOUNT AUDIT SHEET

November 6, 1931

ADDRESS FILES

INITIAL (Illegible)

11/9/31

Trust Number C15599

Title of account Fritz von Opel, Main A/C

Address Rupenhorn 11,
Berlin-Spandau,
Germany

Special instructions

CASH BOOKKEEPING DEPARTMENT

INITIAL W. FISCHER

Remittance instructions Transfer 1/5th of balance in Main income a/c to a custodian income a/c Fritz von Opel, Special A/C (15630), and 4/5ths of balance to custodian principal Fritz von Opel, Main A/C, monthly on the 6th. Statements in duplicate at time of making transfers: Originals to Fritz von Opel, duplicates to Wilhelm von Opel. Statements of principal a/c in triplicate each month same time as income statements. Original to Fritz von Opel, duplicate to Wilhelm von Opel, third copy to Messrs. Bayer & Clauson CFA's.

Income instructions Custodian Income No Advice

Principal instructions Custodian Principal Also a Custodian Income Special a/c #15630.

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SECURITY RECORDS DEPARTMENT

INITIAL (Illegible)

Statements

Proxies are to be destroyed

Registration of securities Nominee

Fee \$1. per \$1,000. for 1st Million, 50¢ per \$1,000. on balance. \$50. per annum minimum

Income instructions Custodian Income No advice

Principal instructions Custodian Principal

INCOME TAX DEPARTMENT

INITIAL H. W. BORG

Are we to make return ☐ Yes ☒ No

Are we to furnish figures ☐ Yes ☒ No

Except as
Required by law

Citizen of Germany

Legal residence (State) Belgium

Single without dependents ☐

Single supporting relative ☐

Married and living with husband or wife ☒

COLLECTION DEPARTMENT

INITIAL (Illegible)

Citizen of Germany

Income instructions Custodian Income No advice

Principal instructions Custodian Principal

Officer in charge (Illegible)

Clerk in charge B. D. Shapiro

Dept. head approval for filing

Date Oct. 19, 1931

City Bank Farmers Trust Company,
22 William Street,
New York, N. Y.

Gentlemen:

With reference to the securities which you are now holding or may hold at any time for my account, I desire to give you the following instructions:

All interest and dividends on such securities are to be collected by you and disposed of as follows—

- ☐ Credited to my checking account at the National City Bank of New York (Cstdn. Account Income Branch) under advice.
- ☐ Remitted periodically by check to the order of.....
mailed to
- ☐ Held subject to my instructions.

Proceeds of sales of securities and other cash principal items are to be credited to my ☒ Custodian Principal Account ☐ Checking Account pending reinvestment.

*NOTE:

I hereby authorize and empower you, in my behalf and in my name, to sign any certificates of ownership or other certificates which are or may hereafter be required by any regulations of the Internal Revenue Department or other authority of the United States, relating to Income Tax, so far as the same are required in connection with any bonds and the collection of coupons thereon or any interest upon mortgages or deeds of trust or other similar obligations of corporations, joint stock companies or associations and insurance companies which are now or may hereafter be in your possession belonging to me, or in connection with the

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collection of coupons, checks or bills of exchange for or in payment of any dividends upon the stock or interest upon the obligations of foreign corporations, associations and insurance companies engaged in business in foreign countries, claiming no exemptions in my behalf.

To enable you to execute these certificates properly, I hereby declare as follows:

I am a citizen of Germany

My legal residence is (State or Country) Belgium

I am ☐ single, without dependents. ☐ Single and supporting a relative. ☒ Married and living with husband or wife.

*NOTE:

I hereby agree to notify you promptly in writing in case I should change my citizenship, legal residence or status as stated above.

You are to charge for your services a fee of 1/10 of 1% per annum on the par value of securities held (minimum fee, \$50 per annum) payable semi-annually, and I authorize you to charge my account with the amount of such fee, with advice to me.

For preparing annual statements of income classified for income tax purposes, including profits and losses on security transactions, you are to make a charge based on the amount of actual work involved, the minimum charge to be \$10.00.†

I ☐ desire ☒ do not desire this service.

*NOTE:

† It is understood that in the case of non-resident alien clients this charge shall be made to cover the expense of furnishing annual income returns required by law.

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Proxies are to be ☐ forwarded ☒ destroyed.

Securities herein referred to are to be held by you in
☐ negotiable form ☒ name of your nominee ☐ non-negotiable form.

*NOTE:

Address

Yours very truly,

(Signed) FRITZ V. OPEL

Berlin-Spandau

Rupenhorn 11

Germany

Fritz von Opel (Main a/c)

*NOTE:

Please indicate by checking relative squares and striking off superfluous parts.

SPECIAL INSTRUCTIONS

On the 6th day of each month transfer 20% of Income collected to Fritz von Opel—Special (a/c) (Illegible) with advice to him & 80% to Principal Main a/c. Duplicate statements of Main a/c to go to Wilhelm von Opel—Wiesbaden—Steubenstrasse 34.

(The form below is to be signed only when it is desired to delegate to a third party authority over this account.)

I hereby authorize and request you to follow any and all written instructions, given you by..... Wilhelm von Opel

..... (Illegible)
of (Illegible)

in respect to the sale or exchange or other disposition of any or all of the securities which you, as Custodian or otherwise, now or in the future may hold for my account, the transfer, delivery or other disposition of said securities, the investment of any cash which you, as custodian or otherwise, may at any time hold for my account, and